



ELEMENTS OF CONTRACT FORMATION IN 50 STATES (PLUS D.C.)

STATE	OFFER	ACCEPTANCE	CONSIDERATION	DEFINITE TERMS	CASE CITATION
Cal.	Yes	Yes	Yes	Yes	<i>Ersa Grae Corp. v. Fluor Corp.</i> , 1 Cal. App. 4th 613, 623 (1991) (under California law, contract will be enforced if it is sufficiently definite for court to ascertain parties' obligations and to determine whether those obligations have been performed or breached); <i>Division of Labor Law Enforcement v. Transpacific Transp. Co.</i> , 69 Cal. App. 3d 268, 275 (1977) (vital elements of cause of action based on contract are mutual assent, usually accomplished through medium of offer, and acceptance, and consideration)
Ala.	Yes	Yes	Yes	Yes	<i>Pinyan v. Community Bank</i> , 644 So. 2d 919, 922 (Ala. 1994) (basic elements of a contract are an offer and acceptance, consideration, and a mutual assent to the essential terms of the agreement); <i>Smith v. Chickamanga Cedar Co.</i> , 263 Ala. 245, 249 (1955) (offer must be so definite in its terms, or require such definite terms in the acceptance, that the promises and performances to be rendered by each party are reasonably certain)
Alaska	Yes	Yes	Yes	Yes	<i>Hall v. Add-Ventures, Ltd.</i> 695 P.2d 1081, 1087 n.9 (Alaska 1985) (formation of a contract requires offer, encompassing all essential terms, unequivocal acceptance by offeree of all terms of offer, consideration, and intent to be bound by offer); <i>Alaska Creamery Prods., Inc. v. Wells</i> , 373 P.2d 505, 510 (Alaska 1962) (any contract to be enforceable must be reasonably definite and certain as to its terms)
Ariz.	Yes	Yes	Yes	Yes	<i>Roqus v. Lords</i> , 166 Ariz. 600, 602 (Ariz. Ct. App. 1991) (elements of enforceable contract are offer, acceptance, consideration and sufficient specification of terms so that the obligations can be ascertained)
Ark.	Yes (Mutual Agree-	Yes (Mutual Agreement)	Yes	Yes (Subject Matter)	<i>Moss v. Allstate Ins. Co.</i> , 29 Ark. App. 33, 36 (1989) (essential elements of contract are: competent parties, subject matter, legal consideration, mutual agreement and mutual obligations)



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Colo.	Yes	Yes	Yes	Yes	<i>Winston Fin. Group, Inc. v. Fults Management, Inc.</i> , 872 P.2d 1356, 1358 (Colo. Ct. App. 1994) (if parties fail to agree to sufficiently definite terms, there is no meeting of the minds and no valid contract exists); <i>Linder v. Midland Oil Ref. Co.</i> , 96 Colo. 160, 162 (1935) (an offer and an assent thereto manifested by a or conduct constitute a “contract”); <i>City of Arvada v. Concrete Contractors, Inc.</i> , 628 P.2d 170, 172 (Colo. Ct. App. 1981) (an agreement not supported by consideration is invalid and unenforceable)
Conn.	Yes	Yes	Yes	Yes	<i>Steinberg v. Reding</i> , 24 Conn. App. 212, 214 (1991) (in order to form a binding and enforceable contract, contract must be definite and certain as to its terms and requirements... there must exist offer and acceptance based on mutual understanding by parties); <i>First New Haven Nat’l Bank v. Statewide Motors, Inc.</i> , 33 Conn. Supp. 579, 581 (1976) (the doctrine of consideration is fundamental in the law of contracts, the general rule being that in the absence of consideration, an executory promise is unenforceable)
Del.	Yes	Yes	Yes	Yes	<i>Most Worshipful Prince Hall Grand Lodge of Free and Accepted Masons of Del., Inc. v. Hiram Grand Lodge Masonic Temple, Inc.</i> , 32 Del. Ch. 85, 87 (1951) (an agreement must be reasonably definite and certain in its terms before it is legally binding on the parties thereto); <i>In re Enstar Corp.</i> , No. 7802, 1989 Del. Ch. WL 11139, at 11 (Jan. 31, 1989) (a contract requires among other things, parties who have the capacity and authority to agree, a definitive offer and acceptance, and consideration)
D.C.	Yes	Yes	Yes	Yes	<i>Rosenthal v. National Prod. Co.</i> , 573 A.2d 365, 370 (D.C. 1990) (contract must be sufficiently definite as to material terms, e.g. subject matter, price, payment terms, quantity, quality, and duration, so that promises and performance to be rendered by each party are reasonably certain); <i>Rommel v. West Am. Ins. Co.</i> , 158 A.2d 683, 685 (D.C. 1960) (for a contract to be valid and binding there must be an offer and an acceptance and



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					consideration to support the agreement)
Fla.	Yes	Yes	Yes	Yes	<i>Suggs v. Defranco's, Inc.</i> , 626 So. 2d 1100, 1100-1101 (Fla. Dist. Ct. App. 1993) (to be enforceable, an agreement must be sufficiently specific, and reflect assent by parties to all essential terms); <i>Blumberg v. Pinellas County</i> , 836 F. Supp. 839, 845 (M.D. Fla. 1993) (under basic Florida contract law, there can be no contract without offer and acceptance; <i>Alpha Elec. Supply, Inc. v. Drake Contracting, Inc.</i> , 407 So. 2d 363, 365 (Fla. Dist. Ct. App. 1981) (a contract must be supported by consideration)
Ga.	Yes	Yes	Yes	Yes	<i>Guthrie v. Dalton City Sch. Dist.</i> , 213 Ga. App. 849, 852 (1994) (offer, acceptance and consideration result in a binding contract); <i>Touche Ross & Co. v. DASD Corp.</i> , 162 Ga. App. 438 (1982) (test of an enforceable contract is whether it is expressed in language sufficiently plain and explicit to convey what the parties agreed upon)
Haw.	Yes	Yes	Yes	Yes	<i>Dowsett v. Cushman</i> , 2 Haw. App. 77, 83 (1981) (contracts require an offer, acceptance, consideration and parties who have the capability and authority to agree as they do); <i>Boteilho v. Boteilho</i> , 58 Haw. 40, 42-43 (1977) (to be enforceable, a contract must be certain and definite as to its essential terms)
Idaho	Yes	Yes	Yes	Yes	<i>Gyurkey v. Babler</i> , 103 Idaho 663, 666 (1982) (it is a basic principle of contract law that, in order to create a contract, an acceptance must be unconditional, identical to the offer, and must not modify, delete or introduce any new terms into the offer); <i>Lawrence v. Jones</i> , 124 Idaho 748, 751 (1993) (to enforce contract, it must be definite and certain in its terms and requirements so that court can determine what acts are to be performed); <i>Bear Island Water Ass'n, Inc. v. Brown</i> , 125 Idaho 717, 722 (1994) (the material terms which must be identified in a contract to convey land include the parties to the contract, the subject matter of the contract, the price or consideration, and a description of the property)



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Ill.	Yes	Yes	Yes	Yes	<i>Bransky v. Schmidt Motor Sales, Inc.</i> , 222 Ill. App. 3d. 1056, 1062 (1991) (for valid contract to be formed, terms of agreement must be definite and certain, and there must be mutual assent to those terms); <i>Faulkner v. Gilmore</i> , 251 Ill. App. 3d 34, 39 (1993) (to establish valid contract, there must be offer, strictly conforming acceptance of offer, and supporting consideration)
Ind.	Yes	Yes	Yes	Yes	<i>Straub v. B.M.T. by Todd</i> , 645 N.E.2d 597, 598 (Ind. 1994) (rudimentary elements of contract are offer, acceptance of the offer and consideration); <i>Kokomo Veterans, Inc. v. Schick</i> , 439 N.E.2d 639, 644 (Ind. Ct. App. 1982) (in order to be enforceable a contract must be reasonably definite in its material terms so that the intention of the parties may be ascertained and must also embody the legal essence known as mutuality)
Iowa	Yes	Yes	Yes	Yes	<i>Phone Connection, Inc. v. Harbst</i> , 494 N.W.2d 445, 448 (Iowa Ct. App. 1992) (to be bound by contract, creating parties must manifest mutual assent in terms of contract, which is usually given through offer and acceptance); <i>Des Moines Blue Ribbon Distrib., Inc. v. Drewrys Ltd., U.S.A., Inc.</i> , 256 Iowa 899, 906 (1964) (consideration is essential to validity of contract); <i>Gildea v. Kapenis</i> , 402 N.W. 2d 457, 459 (Iowa Ct. App. 1987) (in order to be binding, agreement must be definite and certain as to its terms)
Kan.	Yes	Yes	Yes	Yes	<i>Sutter Bros. Constr. Co. v. City of Leavenworth</i> , 238 Kan. 85, 92 (1985) (a bid in response to a solicitation constitutes no more than an offer and until its acceptance, a contract doesn't exist); <i>Belt v. Shepard</i> , 15 Kan. App. 2d 448, 453 (1991) (every contract requires consideration to be legally enforceable); <i>Lessley v. Hardage</i> , 240 Kan. 72, 79 (1986) (the general rule is that in order for an agreement to be binding it must be sufficiently definite as to its terms and requirements to enable a court to determine what acts are to be performed and when performance is complete, and the court must be able to fix definitely the legal liability of the parties)



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Ky.	Yes	Yes	Yes	Yes	<i>Cali-Ken Petroleum Co., Inc. v. Miller</i> , 815 F. Supp. 216, 217 (W.D. Ky. 1993) (under Kentucky law, an enforceable contract exists when parties exchange a valid offer and acceptance); <i>Cuppy v. General Accident Fire & Life Assurance Corp.</i> , 378 S.W.2d 629, 632 (Ky. 1964) (every contract requires mutual assent and consideration); <i>Mitts & Pettit, Inc. v. Burger Brewing Co.</i> , 317 S.W.2d 865, 866 (Ky. 1958) (terms of contact must be complete and sufficiently definite to enable court to determine measure of damages in event of breach)
La.	Yes	Yes	Yes	Yes	La. Civ. Code Ann. art. 1927 (West 1987) (a contract is formed by the consent of the parties established through offer and acceptance); <i>Eustis v. Moons</i> , 367 So. 2d 1343, 1346-1347 (La. Ct. App. 1970), <u>writ denied</u> , 370 So. 2d 577 (La. 1979) (court could not find required consideration to support a binding contract); <i>Villars v. Edwards</i> , 412 So. 2d 122, 124 (La. Ct. App.), <u>writ denied</u> , 415 So. 2d 945 (La. 1982) (it is essential to formation of a contract that nature and extent of the obligations therein be certain)
Me.	Yes	Yes	Yes	Yes	<i>Zamore v. Whittten</i> , 395 A. 2d 435, 439-40 (Me. 1978), overruled on other grounds by <i>Bahre v. Pearl</i> , 595 A.2d 1027 (Me. 1991) (binding contract requires offer, acceptance and mutual assent of the parties to its terms); <i>Whitten v. Greeley-Shaw</i> , 520 A.2d 1307, 1209 (Me. 1987) (every contract requires “consideration” to support it); <i>Bragdon v. Shapiro</i> , 146 Me. 83, 88 (1951) (offer and acceptance must be so definite in their terms that promises and performances to be rendered by each party are reasonably certain)
Md.	Yes	Yes	Yes	Yes	<i>Lemlich v. Board of Trustees of Hartford Community College</i> , 282 Md. 495, 502 (1978) (there must be an offer by one party and unconditional acceptance of that precise offer by another, prior to withdrawal by offeror, before a binding agreement is born); <i>Beall v. Beall</i> 291 Md. 224, 229 (1981) in order for a contract to be binding, it must be supported by consideration); <i>Robinson v. Gardiner</i> , 196 Md. 213, 217 (1950) (no action will lie upon a



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					contract whether written or verbal, where such contract is vague or uncertain in its essential terms)
Mass.	Yes	Yes	Yes	Yes	<i>Massachusetts Mun. Wholesale Elec. Co. v. Town of Danvers</i> , 411 Mass. 39, 47 n.4 (1991) (contract requires offer, acceptance and consideration); <i>Cygan v. Magthlin</i> , 326 Mass. 732, 733 (1951) (all essential terms of a contract must be definite and certain so that the intention of the parties may be discovered, the nature and extent of their obligations ascertained, and their rights determined)
Mich.	Yes	Yes	Yes	Yes	<i>Kirchoff v. Morris</i> , 282 Mich. 90, 95 (1937) (an offer and acceptance as well as a consideration are necessary in order to make a contract); <i>Siporin v. Adler</i> , 364 Mich. 549, 552 (1961) (the interpretation of written contracts is a matter for the court to determine when the parties have assented to definite terms and incorporated them in formal documents)
Minn.	Yes	Yes	Yes	Yes	<i>St. Paul Fire & Marine Ins. Co. v. Bierwerth</i> , 285 Minn. 310, 317 (1969) (in order to complete a contract, there must be an offer by one party and unconditional acceptance by the other); <i>King v. Dalton Motors, Inc.</i> , 260 Minn. 124, 126 (1961) (it is a fundamental rule of law that an alleged contract which is so vague, indefinite and uncertain as to place, meaning and intent of parties in realm of speculation is void and unenforceable); <i>Beahr v. Penn-O-Tex Oil Corp.</i> , 258 Minn. 533, 538 (1960) (only a promise supported by consideration constitutes a contract; a consideration requires voluntary assumption of obligation by one party upon consideration of fact or forbearance by the other)
Miss.	Yes	Yes	Yes	Yes	<i>Andrew Jackson Life Ins. Co. v. Williams</i> , 566 So. 2d 1172, 1177 (Miss. 1990) (elements of a contract are offer, acceptance and consideration); <i>Hicks v. Bridges</i> , 580 So. 2d 743, 746 (Miss. 1991) (determination that agreement is sufficiently definite to constitute valid contract is favored so as to carry out reasonable intention of parties)



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Mo.	Yes	Yes	Yes	Yes	<i>Hyken v. Travelers Ins. Co.</i> , 678 S.W. 2d 454, 458 (Mo. Ct. App. 1884) (a contract requires a definite offer and an unequivocal acceptance and may be enforced only if the offer and acceptance are sufficiently specific in terms to manifest the parties' assent to those terms); <i>Earl v. St. Louis Univ.</i> , 875 S.W. 2d 234, 236 (Mo. Ct. App. 1994) (consideration is a necessary element for establishing the existing of a valid contract)
Mont.	Yes (Consent)	Yes (Consent)	Yes	Yes	<i>Klawitter v. Dettman</i> , 268 Mont. 275, 280 (1994) (Section 28-2-102, MCA sets forth the essential elements of a contract: (1) identifiable parties capable of contracting; (2) their consent; (3) a lawful object; and (4) sufficient cause of consideration); <i>R.H. Grover, Inc. v. Flynn Ins., Co.</i> , 238 Mont. 278, 283 (1989) (the critical elements of a contract are an offer and acceptance, as well as exchange of consideration); <i>Majers v. Shining Mountains</i> , 230 Mont. 373, 377 (1988) (a contract will not be specifically enforced unless the terms of the contract are sufficiently definite)
Neb.	Yes	Yes	Yes	Yes	<i>Kraski v. Phillips</i> , No. A-93-230, 1994 Neb. App. LEXIS 263, at *15-16 (Aug. 23, 1994) (the essential elements of a contract are: offer, acceptance, and consideration); <i>Sayer v. Bowley</i> , 243 Neb. 801, 807 (1993) (a court of equity will not enforce a contract unless it is complete and certain in all its essential elements)
Nev.	Yes	Yes	Yes	Yes	<i>Gulf Oil Corp. v. Clark County</i> , 94 Nev. 116, 118 (1978) (a bid in response to a solicitation constitutes no more than an offer and until its acceptance, a contract does not exist); <i>American Fence, Inc. v. Sham</i> , 95 Nev. 788, 793 (1979) (an option could not be a separate contract when the element of consideration was lacking); <i>Chung v. Atwell</i> , 103 Nev. 482, 483 (1987) (a contract to be enforceable must be sufficiently definite)
N.H.	Yes	Yes	Yes	Yes	<i>Tsiatsios v. Tsiatsios</i> , 140 N.H. 173, 178 (1995) (offer, acceptance and consideration are essential to contract formation, and parties must assent to



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					the same terms, i.e. have a “meeting of the minds”); <i>Riley v. Springfield Sav. Bank</i> , 86 N.H. 329, 331 (1933) (where language of contracting parties is ambiguous and reasonably capable of different interpretations, no contract results)
N.J.	Yes	Yes	Yes	Yes	<i>Weichert Co. Realtors v. Ryan</i> , 128 N.J. 427, 435 (1992) (contract arises from offer and acceptance, and must be sufficiently definite that the performance to be rendered by each party can be ascertained with reasonable certainty); <i>Continental Bank of Pa. v. Barklay Riding Academy, Inc.</i> , 93 N.J. 153, 170, <i>cert denied</i> , 464 U.S. 994 (1983) (no contract is enforceable without consideration)
N.M.	Yes	Yes	Yes	Yes	<i>Hartbarger v. Frank Paxton Co.</i> , 115 N.M. 665, 669 (N.M. 1993), <i>cert. denied</i> , 510 U.S. 118 (1994) (ordinarily, to be legally enforceable, contract must be factually supported by offer, acceptance, consideration, and mutual assent); <i>Sanchez v. The New Mexican</i> , 106 N.M. 76, 79 (1987) (language of a nonpromisory nature and merely a declaration of employer’s general approach lacks specific contractual terms which might evidence intent to form a contract
N.Y.	Yes	Yes	Yes	Yes	<i>Valashinas v. Koniuto</i> , 125 N.Y.S. 2d 554, 558 (N.Y. App. Div. 1953), order <i>aff’d</i> , 124 N.E. 2d 300 (N.Y. 1954) (binding contract requires an offer and acceptance, the terms of which must be definite); <i>Topken, Loring & Schwarz v. Schwartz</i> , 249 N.Y. 206, 210 (1928) (contract cannot be enforced without consideration)
N.C.	Yes	Yes	Yes	Yes	<i>Seawell v. Continental Casualty Co.</i> , 84 N.C. App. 277, 279 (1987) (offer and acceptance are essential elements in formation of a contract, and an offer must be definite and complete to constitute the agreement of the parties); <i>Labarre v. Duke Univ.</i> , 99 N.C. App. 563, 535 (1990) (promise must be supported by consideration for it to be enforceable)



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N.D.	Yes	Yes	Yes	Yes	<i>In re Estate of Hill</i> , 492 N.W. 2d 288, 293(N.D. 1992) (a contract requires an offer, and acceptance of that offer, consideration, and mutual acceptance and understanding of the offeror and offeree as to the terms of the legally enforceable obligation thus incurred. Implicit in these requirements is the noting that to be a valid and enforceable contract, the parties must be capable of contracting and the contract must be reasonably definite and certain in its terms so that a court may require it to be performed)
Ohio	Yes	Yes	Yes	Yes (Subject Matter)	<i>City of Ravenna v. Fouts</i> , 1994 Ohio App. LEXIS 379, *8-9 (Feb. 4, 1994) (the four basic requirements to form a contract are an offer, acceptance, consideration, and a legal subject matter), <i>dismissed on other grounds by</i> 638 N.E. 2d 1043 (1994); <i>Ford v. Tandy Transp., Inc.</i> , 86 Ohio App. 3d 364, 380 (1993) (in order to declare existence of contract, parties to contract must consent to its terms, there must be meeting of minds of both parties and contract must be definite and certain)
Okla.	Yes	Yes	Yes	Yes	<i>Horton Ins. Agency, Inc. v. Robinson</i> , 824 P.2d 397, 400 (Okla. Ct. App. 1991) (a valid and enforceable contract requires offer, acceptance and consideration); <i>Sticelber v. Iglehart</i> , 169 Okla. 453, 454 (1934) (agreement which does not contain language sufficiently definite to enable court to ascertain parties' intention to reasonable certainty does not constitute enforceable contract)
Or.	Yes	Yes	Yes	Yes	<i>Klimek v. Perisich</i> , 231 Or. 71, 78 (1962) (to constitute a contract there must be an offer and an acceptance and an offer must be certain so that upon an unqualified acceptance the nature and extent of the obligations of each party are fixed and may be determined with reasonable certainty); <i>McGarth v. Electrical Constr. Co.</i> , 364 P.2d 604, 609 (1961) (a promise not supported by consideration is not enforceable)
Pa.	Yes	Yes	Yes	Yes	<i>Schreiber v. Olan Mills</i> , 426 Pa. Super. 537, 541 (1993) (elemental aspects



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					necessary to give rise to an enforceable contract are offer, acceptance, consideration, and mutual meeting of minds); <i>Linnet v. Hitchcock</i> , 324 Pa. Super. 209, 214 (1984) (an agreement is an enforceable contract wherein the parties intended to conclude a binding agreement and the essential terms of that agreement are certain enough to provide the basis for providing an appropriate remedy)
R.I.	Yes	Yes	Yes	Yes (Subject Matter)	<i>Smith v. Boyd</i> , 553 A.2d 131, 133 (R.I. 1989) (an offer and acceptance are indispensable to contract formation); <i>Lamoureux v. Burrillville Racing Ass’n</i> , 91 R.I. 94, 98 (1960) (the essential elements of a contract are competent parties, subject matter, a legal consideration, mutuality of agreement, and mutuality of obligation)
S.C.	Yes	Yes	Yes	Yes	<i>Carolina Amusement Co., Inc. v. Connecticut Nat’l Life Ins. Co.</i> , 313 S.C. 215, 437 S.E. 2d 122, 125 (S.C. Ct. App. 1993) (“contract” requires offer and acceptance accompanied by valuable consideration); <i>Aperm of S.C. v. Roof</i> , 290 S.C. 442, 447 (S.C. Ct. App. 1986) (for contract to be binding, material terms cannot be left for future settlement, but only reasonable certainty is required)
S.D.	Yes (Consent)	Yes (Consent)	Yes	Yes	<i>Johnson v. Rapid City Softball Ass’n</i> , 514 N.W. 2d 693, 697 (S.D. 1994) (the essential elements to a contract are: (1) parties capable of contracting; (2) their consent; (3) a lawful object; and (4) sufficient cause or consideration); <i>High Plains Genetics Research, Inc. v. J.K. Mill-Iron Ranch</i> , 535 N.W. 2d 839, 846 (S.D. 1995) (to be enforceable, an oral agreement must be clear and definite in its terms. When terms are vague, there is no contract)
Tenn.	Yes	Yes	Yes	Yes	<i>People’s Bank of Elk Valley v. ConAgra poultry Co.</i> , 832 S.W. 2d 550, 553 (Tenn. Ct. App. 1991) (in order for a contract to be enforceable, contract must result from meeting of the minds and must be sufficiently definite to be enforced); <i>Mitchell v. Mitchell</i> , No. 01-A-019206-CV00244, 1993 Tenn.



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					App. LEXIS 107, at *13 (Feb. 10, 1993) (contracts require an offer, an effective acceptance of the offer, and adequate consideration)
Tex	Yes	Yes	Yes	Yes	<i>Smith v. Renz</i> , 840 S.W. 2d 702, 704 (Tex. Ct. App. 1992) (binding contract must have offer and acceptance and offer must be accepted in strict compliance with its terms. Consideration is a fundamental element of every valid contract and may consists of benefit to promisor or loss or detriment to promisee); <i>T.O. Stanley Boot Co. v. Bank of El Paso</i> , 847 S.W. 2d 218, 221 (Tex. 1992) (in order to be legally binding, contract must be sufficiently definite in its terms so that court can understand what the promisor undertook)
Utah	Yes	Yes	Yes	Yes	<i>Golden Key Realty, Inc. v. Mantas</i> , 699 P.2d 730, 732 (Utah 1985) (elements essential to a contract are offer and acceptance, competent parties and consideration); <i>Pitcher v. Lauritzen</i> , 18 Utah 2d 368, 372 (1967) (a contract must be sufficiently certain and definite in its terms to leave no reasonable doubt as to what the parties intended, and no reasonable doubt of the specific thing equity is called upon to have performed, and it must be sufficiently certain as to its terms so that the court may enforce it as actually made by the parties)
Vt.	Yes	Yes	Yes	Yes	<i>Evarts v. Forte</i> , 135 Vt. 306, 309 (1977) (offer and acceptance must be concurrent and there must be mutual manifestation of assent or “meeting of the minds”); <i>In re Spring Brook Farm Found., Inc.</i> , 164 Vt. 282, 286 (1995) (law of contract formation requires some sort of consideration); <i>State v. Delaney</i> , 157 Vt. 247, 255 (1991) (an offer is an expression of assent to certain definite terms provided other party will express his assent to identically same terms)
Va.	Yes	Yes	Yes	Yes	<i>Snyder-Falkinham v. Stockburger</i> , 249 Va. 376, 381 (1995) (essential elements of a valid contract include acceptance of an offer and valuable consideration); <i>Allen v. Aetna Casualty & Sur. Co.</i> , 222 Va. 361, 363 (1981)



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					(reasonable certainty as to contractual obligations is all that is required in order for the contract not to be too vague and indefinite to be enforceable)
Wash.	Yes	Yes	Yes	Yes	<i>Swanson v. Liquid Air Corp.</i> , 118 Wash. 2d 512, 523 (1992) (the requisites of contract formation are offer, acceptance and consideration); <i>Johnson v. Star Iron & Steel Co.</i> , 9 Wash. App. 202, 206-207 (1973) (before a proposal can ripen into a contract it must be definite enough so that when it is coupled with the acceptance it can be determined, with at least a reasonable degree of certainty, what the nature and extent of the obligation is which the proposer has assume)
W.Va.	Yes	Yes	Yes	Yes	<i>McCormic v. Hamilton Bus. Sys. Inc.</i> , 175 W.Va. 222, 224 n.1 (1985) (the elements of a contract are an offer and an acceptance supported by consideration); <i>Harris v. Harris</i> , 130 W.Va. 100, 104 (1947) (a contract to make a will of property is controlled by the same rules and principles as any other valid contract, and when certain and definite in its terms, and upon sufficient consideration, if equitable, it is valid and enforceable)
Wis.	Yes	Yes	Yes	Yes	<i>Goossen v. Estate of Stanaert</i> , 189 Wis. 2d 237, 247 (Wis. Ct. App. 1994) (offer, acceptance and consideration are the elements of an enforceable contract); <i>Goebel v. National Exchangors, Inc.</i> , 88 Wis. 2d 596, 615 (1979) (an offer must be so definite in its terms, or require such definite terms in the acceptance, that the promises and performances to be rendered by each party are reasonably certain)
Wyo.	Yes	Yes	Yes	Yes	<i>Prudential Preferred Properties v. J & J Ventures, Inc.</i> , 859 P. 2d 1267, 1272 (Wyo. 1993) (basic elements of contract require offer, acceptance and consideration); <i>Action Ads, Inc. v. Judes</i> , 671 P. 2d 309, 310-311 (Wyo. 1983) (where the terms of contract are not sufficiently definite to permit determination of the promissor’s contractual duties, court lacks information necessary to rule on the issues of breach of contract, damages or duty to mitigate damages)